

**From:** [Hatfield, William S.](#)  
**To:** [Yacovone, Krista](#)  
**Cc:** [Otero, Camille V.](#); [Thomas.Carroll@USDOJ.GOV](mailto:Thomas.Carroll@USDOJ.GOV); [Cardiello, Frank](#)  
**Subject:** RE: Ashland/LCP - Letter in Response to Sur-Reply  
**Date:** Thursday, May 19, 2016 11:29:56 AM  
**Attachments:** [removed.txt](#)  
[logo.jpg](#)  
[Letter to Judge Gambardella \(4-21-16\).pdf](#)

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Dear Krista:

We will direct all correspondence going forward in this matter to you at EPA.

Also, attached for your information, in case you don't have it, is the G-I sur reply letter brief that we responded to in the papers filed yesterday.

We also filed a motion to seal and for *in camera* review of certain documents by the court, in further response to the G-I sur reply.

Let us know if you have any questions. Thank you.

Regards,

Bill

William S. Hatfield

Director Real Property & Environmental  
Gibbons P.C.

One Gateway Center, Newark, NJ 07102

Direct: [\(973\) 596-4511](tel:(973)596-4511)

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[whatfield@gibbonslaw.com](mailto:whatfield@gibbonslaw.com)

---

**From:** Cardiello, Frank [mailto:[Cardiello.Frank@epa.gov](mailto:Cardiello.Frank@epa.gov)]

**Sent:** Thursday, May 19, 2016 7:48 AM

**To:** Hatfield, William S.

**Cc:** Otero, Camille V.; [Thomas.Carroll@USDOJ.GOV](mailto:Thomas.Carroll@USDOJ.GOV); Yacovone, Krista

**Subject:** RE: Ashland/LCP - Letter in Response to Sur-Reply

Thank you Bill. In the future please direct your correspondence to Krista, as she will be handling this matter. Thanks, Frank

---

**From:** Hatfield, William S. [mailto:[WHatfield@gibbonslaw.com](mailto:WHatfield@gibbonslaw.com)]

**Sent:** Wednesday, May 18, 2016 5:49 PM

**To:** Cardiello, Frank <[Cardiello.Frank@epa.gov](mailto:Cardiello.Frank@epa.gov)>

**Cc:** Otero, Camille V. <[COtero@gibbonslaw.com](mailto:COtero@gibbonslaw.com)>; [Thomas.Carroll@USDOJ.GOV](mailto:Thomas.Carroll@USDOJ.GOV)

**Subject:** Ashland/LCP - Letter in Response to Sur-Reply

Hi Frank:

Fyi - See attached as requested, which updates you on this proceeding.

Regards,

Bill

William S. Hatfield

Director Real Property & Environmental  
Gibbons P.C.

One Gateway Center, Newark, NJ 07102

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WRITER'S INTERNET ADDRESS  
andrewrossman@quinnemanuel.com

April 21, 2016

**VIA ECF AND EMAIL**

Honorable Rosemary Gambardella, U.S.B.J.  
United States Bankruptcy Court  
Martin Luther King, Jr. Federal Building and Courthouse  
50 Walnut Street, Third Floor  
Newark, NJ 07102

Re: **In re G-I Holdings Inc., et al.**  
**Case Nos. 01-30135 (RG) and 01-38790 (RG)**  
**Adversary Proceeding No. 15-02379**

Dear Judge Gambardella:

We represent G-I Holdings Inc. ("G-I"), Standard Industries Inc. (formerly known as Building Materials Corporation of America) ("BMCA"), and GAF Corporation (collectively, the "G-I Defendants") in the above-captioned adversary proceeding.<sup>1</sup> We write to request that Your Honor consider the attached materials in connection with ruling on the G-I Defendants' Motion to Dismiss the Complaint for Declaratory Judgment filed by Ashland Inc., International Specialty Products, Inc. ("ISP"), and ISP Environmental Services, Inc. ("IES") (collectively, the "ISP Plaintiffs"). (Doc. No. 12).<sup>2</sup>

Since submitting their Reply Memorandum in Further Support of their Motion to Dismiss the ISP Plaintiffs' Complaint for Declaratory Judgment (the "Reply") (Doc. No. 25), the G-I Defendants have retrieved files from counsel in the insurance coverage action captioned *G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation v. Hartford Accident & Indemnity Company et al.*, Docket No. L-980-97, in the Superior Court of New Jersey, Law Division, Somerset County (the "Environmental Coverage Action"). In so doing, the G-I Defendants located these materials, and

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<sup>1</sup> All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the G-I Defendants' Memorandum of Law in Support of their Motion to Dismiss. (Doc. No. 12-1).

<sup>2</sup> These materials are accompanied by a certification of Celeste Levine, Esq., Associate General Counsel of G-I.

believe they reflect unambiguous admissions made by the ISP Plaintiffs as to their responsibility for the LCP Site and bolster the estoppel arguments articulated in the G-I Defendants' Motion to Dismiss. These materials also lend further support to the argument that BMCA does not and cannot have any indemnification obligation to the ISP Plaintiffs.

As the G-I Defendants recently described in their Reply, ISP was a joint Plaintiff, along with G-I, in the Environmental Coverage Action. (Doc. No. 25 at 13-14). During the course of the Environmental Coverage Action proceedings, counsel for ISP submitted a letter to Judge Gasiorowski (the "McCarter Letter") which was then relied upon by the Court in granting leave to amend the case caption to identify ISP, as well as G-I and BMCA, as the proper Plaintiffs in that action (the "Gasiorowski Order"), ultimately leading to ISP's recovery of substantial insurance proceeds for coverage of the LCP Site liabilities. The McCarter Letter and Gasiorowski Order are attached to this letter as Exhibits 1 and 2, respectively, and because they are part of the Environmental Coverage Action record, may be considered by this Court in ruling on the G-I Defendants' Motion to Dismiss.<sup>3</sup> Notably, the McCarter Letter states the following:

Effective January 1, 1997, through a series of transactions, Old ISP, its subsidiaries and its parent, ISP Holdings Inc., were separated from GAF Chemicals and GAF Corporation. On July 15, 1998, Old ISP merged with and into ISP Holdings Inc. with the surviving company changing its name to . . . [] ISP []. As a result of these transactions, ***ISP, through its subsidiaries, bears liability for all environmental claims arising out of the Linden site and for environmental claims arising from other sites at issue in this litigation, including: the LCP Property in Linden, New Jersey . . .***

Exhibit 1 at 3 (emphasis added).

The McCarter Letter goes on to state that "the assets, rights and liabilities associated with the Linden plant cleanup costs, and with the operating Chemical Businesses and facilities in 1991, were transferred to ISP and/or its subsidiaries," and in turn, that ***ISP "bear[s] responsibility for [] environmental claims involved in th[e Environmental Coverage Action] and own[s] the insurance coverage rights for these claims."*** *Id.* at 4 (emphasis added). In short, like the sworn statements submitted by ISP's counsel in G-I's bankruptcy case, the McCarter Letter effectively concedes responsibility for the LCP Site and makes clear that the ISP Plaintiffs, and not any of the G-I Defendants, are responsible for the environmental liabilities relevant to this action. (Doc. No. 25 at 13-15).

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<sup>3</sup> See, e.g., *Hannaway v. Yonka Paris*, No. 07-CV-2383, 2008 WL 4279753, at \*2 n.3 (D.N.J. Sept. 15, 2008) (taking judicial notice of documents from a state court action record, noting that "[d]ocuments contained in the record in other court proceedings [are] . . . matters of public record"); *N.Y. Shipping Ass'n, Inc. v. Waterfront Comm'n of N.Y. Harbor*, No. 2:13-CV-7115, 2014 WL 4271630, at \*17 (D.N.J. Aug. 27, 2014) (taking judicial notice of a letter submitted to the New York governor while an amendment to the Waterfront Commission Compact was under consideration, because it is part of "section 5-p's legislative history and is therefore appropriate to analyze and consider at the motion to dismiss stage").

In addition, the McCarter Letter informed Judge Gasiorowski that “BMCA contractually assumed GAF BMC’s environmental liabilities relating to plant sites of the building materials businesses that were in operation at the time of the January [31,] 1994 [Reorganization A]greement. GAF BMC retained all other environmental liabilities not relating to current operations.” Exhibit 1 at 2. This statement supports the arguments recently set forth by the G-I Defendants in their Reply and the plain language of the 1994 Reorganization Agreement. (Doc. Nos. 25 at 21-25, 25-3 at 1, 4). Thus, even assuming the ISP Plaintiffs’ flawed interpretation of the transactional documents relevant to this litigation, the McCarter Letter highlights that the environmental liabilities associated with the LCP Site (which was not a plant site “in operation” in 1994) were never transferred to or otherwise assumed by BMCA. Rather, these liabilities remained with GAF BMC, which ultimately merged into G-I prior to its Chapter 11 bankruptcy filing.

We thank the Court in advance for its consideration of these materials in ruling on the G-I Defendants’ Motion to Dismiss.

Respectfully submitted,

*/s/ Andrew J. Rossman*

Andrew J. Rossman

CC: Michael R. Griffinger, Esq. (via email)  
Karen A. Giannelli, Esq. (via email)  
William S. Hatfield, Esq. (via email)  
Camille V. Otero, Esq. (via email)  
Brett S. Theisen, Esq. (via email)  
Jonathan B. Oblak, Esq. (via email)  
Scott C. Shelley, Esq. (via email)  
Sylvia E. Simson, Esq. (via email)  
Dennis J. O’Grady, Esq. (via email)  
Mark E. Hall, Esq. (via email)

# Exhibit 1

**MCCARTER & ENGLISH, LLP**

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NEW YORK  
PHILADELPHIA  
WILMINGTON

CHERRY HILL  
HARTFORD  
BALTIMORE

March 21, 2003

**BY HAND**

*Re: G-I Holdings Inc. et al. v. Hartford Accident  
& Indemnity Company et al.  
Docket No.: SOM-L-980-97*

Honorable Frank W. Gasiorowski  
Superior Court of New Jersey  
Somerset County Courthouse  
20 North Bridge Street  
Somerville, NJ 08876-1262

Dear Judge Gasiorowski:

We represent plaintiffs International Specialty Products Inc., Building Materials Corporation of America d/b/a GAF Materials Corporation and G-I Holdings Inc. Pursuant to Case Management Order Number 10, we submit this explanation of plaintiffs' corporate histories.

**I. GAF Corporation**

On May 26, 1967, the Ruberoid Company, a building materials and roofing products manufacturer, merged with and into General Aniline and Film Corporation ("General Aniline"), with General Aniline being the surviving corporation. In 1968, General Aniline changed its name to GAF Corporation ("Old GAF"). In July 1986, Old GAF split into two corporations and contributed all assets and liabilities of its (1) Building Materials Division to a wholly-owned corporate subsidiary, GAF Building Materials Corporation ("Old GAF BMC"), and (2) Chemicals Division to GAF Chemicals Corporation ("Old GAF Chemicals").

In April 1989, Old GAF BMC merged with and into Old GAF. Old GAF completely liquidated and contributed assets and liabilities to Dorset Inc., Edgecliff Inc., Merick Inc., Perth Inc. and Clover Inc. Edgecliff Inc. then changed its name to GAF Building Materials Corporation ("GAF BMC"), and its parent, Newco Holdings Inc., changed its name to GAF

Honorable Frank W. Gasiorowski  
Superior Court of New Jersey  
March 21, 2003  
Page 2

Corporation. Old GAF Chemicals merged into Dorset Inc., and Dorset Inc. then changed its name to GAF Chemicals Corporation ("GAF Chemicals").<sup>1</sup>

As a result of the April 1989 transactions, GAF BMC acquired the assets and related liabilities arising from: (1) ongoing building materials businesses, including environmental claims; (2) environmental claims from plants no longer operating; and (3) environmental claims from oil waste contamination. GAF Chemicals acquired the assets and related liabilities arising from: (1) ongoing acetylene chemicals, surfactants, specialty chemicals, organometallics, mineral products, industrial filters and filter vessels businesses (the "Chemicals Businesses"); (2) the production of Amiben; (3) Linden clean-up costs; and (4) environmental claims arising from plants currently operating in the Chemicals Businesses.

## **II. Breakdown of Environmental Liabilities Presently Assumed by Each Plaintiff**

### **A. Building Materials Corporation of America**

Building Materials Corporation of America ("BMCA") was incorporated in January 1994 as an indirect, wholly-owned subsidiary of GAF Corporation and as a wholly-owned subsidiary of GAF BMC.<sup>2</sup> GAF BMC transferred to BMCA certain assets and related liabilities of its building materials businesses. As a result of these transactions, BMCA contractually assumed GAF BMC's environmental liabilities relating to plant sites of the building materials businesses that were in operation at the time of the January 1994 agreement. GAF BMC retained all other environmental liabilities not relating to current operations. BMCA and/or its subsidiaries presently bear responsibility for sites at issue in this litigation, including: the Millis, Massachusetts roofing plant site; the East Bethel Sanitary Landfill in Anoka County, Minnesota; and the Tampa Stillyard site in Tampa, Florida.

### **B. International Specialty Products Inc.**

International Specialty Products Inc. ("Old ISP") was formed in May 1991 as an indirect, wholly-owned subsidiary of GAF Corporation and as a direct wholly owned subsidiary of GAF Chemicals. In connection with an Initial Public Offering of Old ISP, certain assets and

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<sup>1</sup> Merick Inc. is presently a subsidiary of G-I Holdings Inc. Clover Inc. is presently a subsidiary of International Specialty Products Inc., and is now known as ISP (Puerto Rico) Inc. Perth Inc. was ultimately dissolved.

<sup>2</sup> BMCA was incorporated under the name "GAF Newco, Inc." on January 31, 1994, and its name was changed to BMCA on February 22, 1994.



# **MCCARTER & ENGLISH, LLP**

Honorable Frank W. Gasiorowski  
Superior Court of New Jersey  
March 21, 2003  
Page 3

related liabilities of the Chemicals Businesses were transferred from GAF Chemicals to newly-created Old ISP subsidiaries. One such subsidiary, ISP Environmental Services Inc., assumed "all liabilities and obligations relating to the manufacture and sale of specialty chemicals at Linden, N.J., known and unknown, contingent or otherwise, including liabilities for the remediation of the Linden Site."

Effective January 1, 1997, through a series of transactions, Old ISP, its subsidiaries and its parent, ISP Holdings Inc., were separated from GAF Chemicals and GAF Corporation. On July 15, 1998, Old ISP merged with and into ISP Holdings Inc. with the surviving company changing its name to International Specialty Products Inc. ("ISP"). As a result of these transactions, ISP, through its subsidiaries, bears liability for all environmental claims arising out of the Linden site and for environmental claims arising from other sites at issue in this litigation, including: the LCP Property in Linden, New Jersey; the Picillo Landfill in Coventry, Rhode Island; the Lone Pine Landfill in Freehold, New Jersey; Scientific Chemical Processing, Inc. ("SCP"), Carlstadt, New Jersey; SCP Newark, New Jersey; and Seaboard Chemical in Jamestown, North Carolina.

## **C. G-I Holdings Inc.**

As a result of a series of transactions in October and November, 2000, GAF Corporation and several of its subsidiaries, including G-I Holdings Inc., merged into GAF BMC, with GAF BMC changing its name to G-I Holdings Inc. ("G-I"). G-I thereby assumed all of the assets and related liabilities of GAF Corporation and GAF BMC, and G-I is the parent of BMCA and of BMCA's direct parent, BMCA Holdings Corporation. On January 5, 2001, G-I filed a voluntary petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey. Neither ISP nor BMCA are included in the bankruptcy filing.

G-I bears responsibility for sites involved in this action, including: the Colesville Landfill in Colesville, New York; the Mathis/Shaver's Farm Landfill in Shavers, Georgia; the Novak Landfill in South Whitehall Township, Pennsylvania; the Novacor Landfill in Chattanooga, Tennessee; the Main Street, Canal Road and Towpath sites in South Bound Brook, New Jersey; the Gloucester, New Jersey sites; and the South Marbletop Road site in Kensington, Georgia.

# MCCARTER & ENGLISH, LLP

Honorable Frank W. Gasiorowski  
Superior Court of New Jersey  
March 21, 2003  
Page 4

### III. Conclusion

As more fully set forth above: (1) the assets, rights and liabilities associated with the Linden plant cleanup costs, and with the operating Chemical Businesses and facilities in 1991, were transferred to ISP and/or its subsidiaries; (2) the assets, rights and liabilities associated with the operating building materials businesses and facilities in 1994 were transferred to BMCA and/or its subsidiaries; and (3) the remaining assets, rights and liabilities were retained by G-I. ISP, BMCA and G-I should be more clearly identified as plaintiffs in this matter. These entities and/or their subsidiaries bear responsibility for the environmental claims involved in this action and own the insurance coverage rights for these claims.

Pursuant to Case Management Order Number 10, plaintiffs enclose herewith: (1) an Amended Caption to plaintiffs' Second Amended Complaint; and (2) a proposed form of Consent Order which allows plaintiffs to file and serve their Amended Caption. If you have any questions, or wish to discuss this matter further, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Anthony Bartell', is written over the typed name. The signature is stylized with a large, sweeping initial 'A'.

Anthony Bartell

cc: Counsel of Record (facsimile & regular mail with enclosures)

**McCARTER & ENGLISH, LLP**

Four Gateway Center

100 Mulberry Street

P.O. Box 652

Newark, New Jersey 07101-0652

(973) 622-4444

Attorneys for Plaintiffs

G-I HOLDINGS INC., INTERNATIONAL  
SPECIALTY PRODUCTS INC. and  
BUILDING MATERIALS CORPORATION  
OF AMERICA d/b/a GAF MATERIALS  
CORPORATION,

Plaintiffs,

v.

HARTFORD ACCIDENT & INDEMNITY  
COMPANY, CENTURY INDEMNITY  
COMPANY, AS SUCCESSOR TO CCI  
INSURANCE COMPANY, AS SUCCESSOR TO  
INSURANCE COMPANY OF NORTH  
AMERICA, COMMERCIAL UNION  
INSURANCE COMPANY, ALLSTATE  
INSURANCE COMPANY, AS SUCCESSOR TO  
NORTHBROOK INSURANCE COMPANY,  
CERTAIN UNDERWRITERS AT  
LLOYD'S, LONDON AND LONDON MARKET  
COMPANIES, TRAVELERS CASUALTY &  
SURETY COMPANY, AS SUCCESSOR TO  
AETNA CASUALTY AND PROPERTY  
COMPANY, CONTINENTAL CASUALTY  
COMPANY, SUN INSURANCE  
OFFICE OF AMERICA, THE NORTH RIVER  
INSURANCE COMPANY, EQUITAS  
REINSURANCE LTD., EQUITAS LTD.,  
EQUITAS HOLDINGS LTD., EQUITAS  
MANAGEMENT SERVICES LTD. and  
EQUITAS POLICYHOLDERS TRUSTEE LTD.,

Defendants.

: SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION: SOMERSET COUNTY  
: DOCKET NO. L-980-97

Civil Action

**AMENDED CAPTION TO  
SECOND AMENDED COMPLAINT**

Plaintiffs G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation, including their predecessors, successors, subsidiaries and other related corporate entities (hereinafter referred to collectively as "Plaintiffs"), by way of Second Amended Complaint against defendants, state as follows:

#### NATURE OF ACTION AND RELIEF SOUGHT

1. This is a civil action for damages, for declaratory judgment, for compensatory relief, for consequential damages and for punitive damages resulting from defendants' breaches of their contractual obligations to defend and indemnify plaintiffs against liabilities for various claims and losses covered by policies of insurance sold by the defendant insurers. Plaintiffs bring this action because they find themselves in the all too familiar position of many insureds -- having paid its premiums and otherwise complied with all of its obligations under the insurance policies sold by the defendant insurers, the defendant insurers have refused to fulfill their part of the bargain. Without just cause or excuse, they have refused to indemnify or defend plaintiffs against numerous environmental claims asserted against plaintiffs by both private parties and governmental entities here in New Jersey and elsewhere around the country.

#### JURISDICTION AND VENUE

2. The Court has jurisdiction over this action because each named defendant was authorized to do business in the State of New Jersey within the time period relevant to the causes of action stated herein and/or has transacted business within New Jersey by, *inter alia*, doing a series of acts in New Jersey for the purpose of realizing pecuniary benefits; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

3. Venue is proper within this county because each named defendant insurer

conducts business within this county.

#### IDENTITY OF PARTIES

4. Plaintiffs are corporations organized and existing under the laws of the State of Delaware, with their principal places of business in New Jersey, and are qualified to do business in New Jersey. Plaintiffs and/or their subsidiaries bear responsibility for the underlying environmental claims at issue in this action and are entitled to insurance coverage, under defendants' policies, for such claims.

5. Defendant Hartford Accident and Indemnity Company ("Hartford") is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Hartford is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

6. Defendant Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America ("Century") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. Century is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

7. Defendant Commercial Union Insurance Company ("Commercial Union") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Commercial Union is the successor to, and has assumed the liabilities and obligations of, Employers Liability Assurance Corp. and Employers Surplus Lines Insurance Company. Commercial Union is now and, at all times relevant to the Complaint, WAS licensed

**McCARTER & ENGLISH, LLP**

Four Gateway Center

100 Mulberry Street

P.O. Box 652

Newark, New Jersey 07101-0652

(973) 622-4444

Attorneys for Plaintiffs

G-I HOLDINGS INC., INTERNATIONAL	:	SUPERIOR COURT OF NEW JERSEY
SPECIALTY PRODUCTS INC. and	:	LAW DIVISION: SOMERSET COUNTY
BUILDING MATERIALS CORPORATION	:	DOCKET NO. L-980-97
OF AMERICA d/b/a GAF MATERIALS	:	
CORPORATION,	:	CIVIL ACTION
	:	
Plaintiffs,	:	
	:	
vs.	:	<b>CONSENT ORDER</b>
	:	
HARTFORD ACCIDENT & INDEMNITY	:	
COMPANY <i>et al.</i> ,	:	
	:	
Defendants.	:	

**THIS MATTER** having been opened to the Court by the parties, pursuant to Case Management Order Number 10, for an Order granting plaintiffs leave to file an amended caption to their Second Amended Complaint; and the parties having consented to the form and entry of this Order; and for good cause shown;

**IT IS** on this                      day of March, 2003,

**ORDERED** that plaintiffs be and hereby are granted leave to file and serve an amended caption to their Second Amended Complaint, which designates as plaintiffs in this action G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation.

**IT IS FURTHER ORDERED** that plaintiffs shall file and serve their amended caption within five (5) days after receiving this Order.

**IT IS FURTHER ORDERED** that nothing contained herein shall prevent defendants from responding to the amended caption in a fashion consistent with the Court Rules and the governing case management orders.

**IT IS FURTHER ORDERED** that a copy of this Order shall be served upon all parties within two (2) days after receipt by plaintiffs.

---

Frank W. Gasiorowski, J.S.C.

We hereby consent to the form and entry of this Order.

McCarter & English, LLP  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Anthony Bartell

Dated:

Melito & Adolfsen P.C.  
Attorneys for Defendant  
Hartford Accident & Indemnity Company

By: \_\_\_\_\_  
David M. Pollack

Dated:

White & Williams LLP  
Attorneys for Defendant  
Century Indemnity Company, as successor to  
CCI Insurance Company, as successor to  
Insurance Company of North America (successor in interest to  
Indemnity Insurance Company of North America)

By: \_\_\_\_\_ Dated:  
Patricia B. Santelle

Mendes & Mount, LLP  
Attorneys for Defendants  
Underwriters at Lloyd's London and the London Market Companies

By: \_\_\_\_\_ Dated:  
Robert F. Priestly

Christie, Pabarue, Mortensen and Young, P.C.  
Attorneys for Defendant  
Commercial Union Insurance Company

By: \_\_\_\_\_ Dated:  
Elaine Whiteman-Klinger

Wilentz, Goldman & Spitzer, P.C.  
Attorneys for Defendants  
The Equitas Companies

By: \_\_\_\_\_ Dated:  
Frederic K. Becker

NWK2: 1027824.01



**McCARTER & ENGLISH, LLP**

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**McCARTER & ENGLISH, LLP**  
BOCA RATON, FL.  
FACSIMILE PHONE NO.  
561-241-0798

Date: 3/21/2003

Time: 9:54 AM

11 TOTAL NUMBER OF PAGES (Including Cover Sheet)

**TELECOPY / FAX  
SENT** 10,516

**I. PLEASE DELIVER TO:**

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Patricia B. Santelle, Esq.	White and Williams LLP	215-864-7123
Robert F. Priestly, Esq./Paul Piantino, Esq.	Mendes & Mount LLP	973-639-7350
Elaine Whiteman-Klinger, Esq.	Christie, Pabarue, Mortensen and Young	215-587-1699
Frederic K. Becker, Esq. M. Matthew Mannion, Esq.	Wilentz, Goldman & Spitzer Wilentz, Goldman & Spitzer	732-855-6117 732-726-6577
Michael P. Corniskey, Esq.	Lord, Bissell & Brook	312-443-0336

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**II. FROM:**

Name Anthony Bartell Atty # 715

Operator Telephone No. (973) 622-4444

**III. CONFIRMATION:**

Telephone No. \_\_\_\_\_

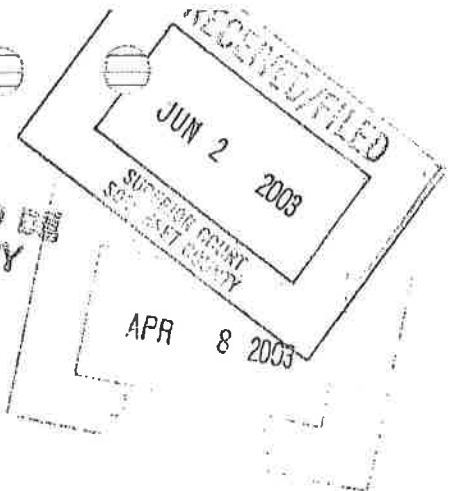
Name (Or Title) \_\_\_\_\_

Client/Matter Number 93268/00001

# Exhibit 2

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(973) 622-4444  
Attorneys for Plaintiffs

CERTIFIED TO BE  
A TRUE COPY



G-I HOLDINGS INC., INTERNATIONAL  
SPECIALTY PRODUCTS INC. and  
BUILDING MATERIALS CORPORATION  
OF AMERICA d/b/a GAF MATERIALS  
CORPORATION,

Plaintiffs,

vs.

HARTFORD ACCIDENT & INDEMNITY  
COMPANY *et al.*,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: SOMERSET COUNTY  
DOCKET NO. L-980-97  
CIVIL ACTION

~~CONSIST~~ ORDER

THIS MATTER having been opened to the Court by the parties, pursuant to Case Management Order Number 10, for an Order granting plaintiffs leave to file an amended caption to their Second Amended Complaint; and the parties having consented to the form and entry of this Order; and for good cause shown;

IT IS on this 20 day of March, 2003,

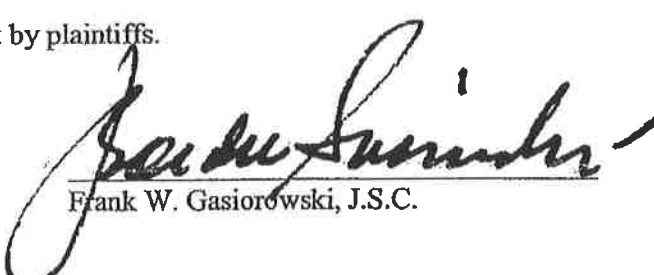
ORDERED that plaintiffs be and hereby are granted leave to file and serve an amended caption to their Second Amended Complaint, which designates as plaintiffs in this action G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation.

IT IS FURTHER ORDERED that plaintiffs shall file and serve their amended caption within five (5) days after receiving this Order.

See 3/21/03 letter to  
Corporate History - Mr. Porter

IT IS FURTHER ORDERED that nothing contained herein shall prevent defendants from responding to the amended caption in a fashion consistent with the Court Rules and the governing case management orders.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all parties within two (2) days after receipt by plaintiffs.

  
Frank W. Gasiorowski, J.S.C.

We hereby consent to the form and entry of this Order.

**Entered over objection**  
McCarter & English, LLP  
Attorneys for Plaintiffs

By: \_\_\_\_\_  
Anthony Bartell

Dated:

Melito & Adolfsen P.C.  
Attorneys for Defendant  
Hartford Accident & Indemnity Company

By: \_\_\_\_\_  
David M. Pollack

Dated:

**McCARTER & ENGLISH, LLP**  
Four Gateway Center  
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P.O. Box 652  
Newark, New Jersey 07101-0652  
(973) 622-4444  
Attorneys for Plaintiffs

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DEPUTY CLERK

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G-I HOLDINGS INC., INTERNATIONAL  
SPECIALTY PRODUCTS INC. and  
BUILDING MATERIALS CORPORATION  
OF AMERICA d/b/a GAF MATERIALS  
CORPORATION,

Plaintiffs,

v.

HARTFORD ACCIDENT & INDEMNITY  
COMPANY, CENTURY INDEMNITY  
COMPANY, AS SUCCESSOR TO CCI  
INSURANCE COMPANY, AS SUCCESSOR TO  
INSURANCE COMPANY OF NORTH  
AMERICA, COMMERCIAL UNION  
INSURANCE COMPANY, ALLSTATE  
INSURANCE COMPANY, AS SUCCESSOR TO  
NORTHBROOK INSURANCE COMPANY,  
CERTAIN UNDERWRITERS AT  
LLOYD'S, LONDON AND LONDON MARKET  
COMPANIES, TRAVELERS CASUALTY &  
SURETY COMPANY, AS SUCCESSOR TO  
AETNA CASUALTY AND PROPERTY  
COMPANY, CONTINENTAL CASUALTY  
COMPANY, SUN INSURANCE  
OFFICE OF AMERICA, THE NORTH RIVER  
INSURANCE COMPANY, EQUITAS  
REINSURANCE LTD., EQUITAS LTD.,  
EQUITAS HOLDINGS LTD., EQUITAS  
MANAGEMENT SERVICES LTD. and  
EQUITAS POLICYHOLDERS TRUSTEE LTD.,

Defendants.

: SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION: SOMERSET COUNTY  
: DOCKET NO. L-980-97

Civil Action

**AMENDED CAPTION TO  
SECOND AMENDED COMPLAINT**

Plaintiffs G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation, including their predecessors, successors, subsidiaries and other related corporate entities (hereinafter referred to collectively as "Plaintiffs"), by way of Second Amended Complaint against defendants, state as follows:

#### NATURE OF ACTION AND RELIEF SOUGHT

1. This is a civil action for damages, for declaratory judgment, for compensatory relief, for consequential damages and for punitive damages resulting from defendants' breaches of their contractual obligations to defend and indemnify plaintiffs against liabilities for various claims and losses covered by policies of insurance sold by the defendant insurers. Plaintiffs bring this action because they find themselves in the all too familiar position of many insureds -- having paid its premiums and otherwise complied with all of its obligations under the insurance policies sold by the defendant insurers, the defendant insurers have refused to fulfill their part of the bargain. Without just cause or excuse, they have refused to indemnify or defend plaintiffs against numerous environmental claims asserted against plaintiffs by both private parties and governmental entities here in New Jersey and elsewhere around the country.

#### JURISDICTION AND VENUE

2. The Court has jurisdiction over this action because each named defendant was authorized to do business in the State of New Jersey within the time period relevant to the causes of action stated herein and/or has transacted business within New Jersey by, *inter alia*, doing a series of acts in New Jersey for the purpose of realizing pecuniary benefits; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

3. Venue is proper within this county because each named defendant insurer

conducts business within this county.

#### IDENTITY OF PARTIES

4. Plaintiffs are corporations organized and existing under the laws of the State of Delaware, with their principal places of business in New Jersey, and are qualified to do business in New Jersey. Plaintiffs and/or their subsidiaries bear responsibility for the underlying environmental claims at issue in this action and are entitled to insurance coverage, under defendants' policies, for such claims.

5. Defendant Hartford Accident and Indemnity Company ("Hartford") is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Hartford is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

6. Defendant Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America ("Century") is a Pennsylvania corporation with its principal place of business in Philadelphia, Pennsylvania. Century is now and, at all times relevant to the Complaint, was licensed or authorized by various states, including New Jersey, to sell insurance policies, including comprehensive general liability insurance policies.

7. Defendant Commercial Union Insurance Company ("Commercial Union") is a New York corporation with its principal place of business in New York, New York. Upon information and belief, Commercial Union is the successor to, and has assumed the liabilities and obligations of, Employers Liability Assurance Corp. and Employers Surplus Lines Insurance Company. Commercial Union is now and, at all times relevant to the Complaint, WAS licensed

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*Co-Counsel to Defendants, G-I Holdings Inc., Building Materials Corporation of America,  
and GAF Corporation*

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

G-I Holdings Inc., et al.,

Debtors.

ASHLAND, INC., INTERNATIONAL  
SPECIALTY PRODUCTS, INC., and ISP  
ENVIRONMENTAL SERVICES, INC.,

Plaintiffs,

v.

G-I HOLDINGS INC., BUILDING  
MATERIALS CORPORATION OF  
AMERICA d/b/a GAF MATERIALS  
CORPORATION, GAF CORPORATION,  
JOHN AND JANE DOES 1-20, and ABC  
COMPANIES 1-20,

Defendants.

Chapter 11

Case Nos. 01-30135 (RG) and 01-38790 (RG)  
(Jointly Administered)

Adv. Pro. No. 15-02379 (RG)

Hon. Rosemary Gambardella, U.S.B.J.

**CERTIFICATION OF CELESTE LEVINE, ESQ. IN FURTHER SUPPORT OF  
MOTION TO DISMISS ASHLAND, INC., INTERNATIONAL SPECIALTY  
PRODUCTS, INC. AND ISP ENVIRONMENTAL SERVICES INC.'S  
COMPLAINT FOR DECLARATORY JUDGMENT**



I, Celeste Levine, hereby certify as follows:

1. I am more than 21 years of age and am personally familiar with, and competent to testify regarding, the matters stated herein. I am authorized to make this certification on behalf of G-I Holdings Inc. ("G-I"), Standard Industries Inc., formerly known as Building Materials Corporation of America ("BMCA"), and GAF Corporation (collectively, the "G-I Defendants") in connection with the above-captioned matter.

2. I am Associate General Counsel of G-I.

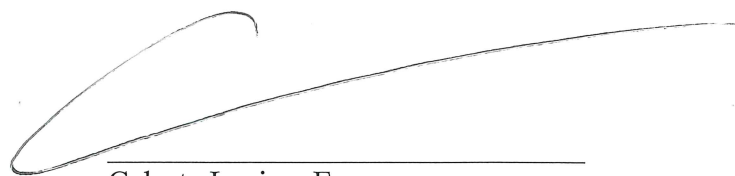
3. Attached to the G-I Defendants' April 21, 2016 letter as Exhibit 1 is a true and correct copy of the March 21, 2003 letter submitted to Judge Gasiorowski in the insurance coverage action captioned *G-I Holdings Inc., International Specialty Products Inc., and Building Materials Corporation of America d/b/a GAF Materials Corporation v. Hartford Accident & Indemnity Co. et. al.*, Docket No. L-980-97, in the Superior Court of New Jersey, Law Division, Somerset County (the "Environmental Coverage Action").

4. Attached to the G-I Defendants' April 21, 2016 Letter as Exhibit 2 is a true and correct copy of the May 30, 2003 Order issued by Judge Gasiorowski in the Environmental Coverage Action expressly citing the abovementioned March 21, 2003 letter.

5. This Certification follows my Certification in Support of the G-I Defendants' Motion to Dismiss filed on December 11, 2015 (Doc. No. 2-25) and my Certification in Further Support of the G-I Defendants' Motion to Dismiss filed on March 11, 2015 (Doc. No. 25-20).

I hereby certify, under penalty of perjury under the laws of the United States of America, that the foregoing statements are true and correct.

Dated: April 21, 2016

A handwritten signature in dark ink, consisting of a large, sweeping loop followed by a long, horizontal stroke that extends to the right.

---

Celeste Levine, Esq.